IN THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF NEW MEXICO

CATHERINE and LARRY JONES,

v.

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Plaintiffs,

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MIK

SHAUNA, INC. d/b/a SOLITAIRE HOMES, and GEORGE SULIMA,

Defendants.

CIV - 02 - 1342,075 KBM

COMPLAINT FOR DAMAGES AND DEMAND FOR JURY TRIAL

1. This case involves fraudulent misrepresentations in the sale and financing of a mobile home. Solitaire Homes sold Mr. and Mrs. Jones a mobile home and altered the documents after the Plaintiffs signed them. The Retail Installment Contract did not contain a full and accurate payment schedule, in violation of federal law. That contract and the Purchase Agreement contain charges in excess of those agreed to by Plaintiffs.

Jurisdiction and Venue

2. This Court has jurisdiction under the Truth in Lending Act ("TILA"), 15 U.S.C. §1640(e) and 28 U.S.C. §§ 1331 and 1337. The events complained of took place in this District.

Parties

- 3. Plaintiffs Catherine and Larry Jones reside in Oklahoma. Each is a "consumer" as defined by the TILA, 15 U.S.C. 1602(h), and Regulation Z, 12 C.F.R. § 226.2(a)(11).
- 4. Defendant Shauna, Inc. ("Solitaire" or "the dealer") is a New Mexico corporation operating as mobile home dealership called Solitaire Homes. Defendant's principal business is the selling and financing of mobile homes. Defendant's principal place of

- business is Albuquerque. Defendant is a "creditor," as defined in the TILA, 15 U.S.C. §1602(f), and Regulation Z, 12 C.F.R § 226.2(a)(17).
- 5. Defendant George Sulima is a resident of Albuquerque, New Mexico. He is the President of Shauna, Inc. d/b/a Solitaire Homes. He personally executed on behalf of the dealer the altered documents which formed the mobile home sale and financing transaction.

Facts

- 6. Mr. and Mrs. Jones sought to purchase a Solitaire manufactured home.
- 7. Looking for more favorable terms, they located Solitaire, a seller of such homes, through the internet.
- 8. The Joneses entered into a series of negotiations with Solitaire over the telephone. The parties agreed on a purchase price.
- 9. The Joneses were to arrange their own real estate loan. However, Solitaire required payment in full before delivering the home to Oklahoma. Therefore, Solitaire brought Conseco into the transaction for interim financing.
- 10. Solitaire asked the plaintiffs whether they wanted to buy down the interest rate, which would cost them over \$5,000 in "points." However, the Joneses rejected that option, because they intended to refinance quickly, using their own lender.
- 11. The dealer sent the plaintiffs a set of documents to sign to close the deal.
- 12. One such document was the Retail Installment Contract, which the plaintiffs signed on October 30, 2001 and sent back to the dealer (Exhibit A).
- 13. Plaintiffs also signed and returned to the dealer a Purchase Agreement. Plaintiffs attach this Purchase Agreement as Exhibit B.

- 14. Solitaire, through its President, George Sulima, executed the Retail Installment Contract.
 However, Solitaire did not furnish the plaintiffs an endorsed copy until months after consummation of the transaction.
- 15. Plaintiffs attach this Retail Installment Contract, executed by both parties, as Exhibit A.
- 16. This Retail Installment Contract omits from the payment schedule the date payments would begin (yellow highlighting), contrary to the requirements of the Truth in Lending Act.
- Solitaire, through its President, George Sulima, also executed the Purchase Agreement.However, it did not send the plaintiffs an executed copy.
- 18. The plaintiffs believed that their first payment was due January 1, 2002.
- 19. Solitaire delivered the manufactured home on about November 6, 2001 to the plaintiffs' homesite in Oklahoma.
- 20. Some time after plaintiffs signed the contract October 30, 2001, Solitaire inserted the date of December 1, 2001 as the first payment due date. Plaintiffs attach a copy of that version of the Retail Installment Contract as Exhibit C.
- 21. This handwritten date of first payment due is accompanied by initials, purportedly of the buyers (yellow highlighting). The plaintiffs did not initial the contract at that spot;
 Solitaire forged their initials.
- 22. Solitaire assigned the altered Retail Installment Contract to Conseco. Upon information and belief, Conseco securitized the contract and sold it to an investment trust.
- 23. Plaintiffs received their first monthly billing statement dated December 7, 2001. It showed a past due payment. Plaintiffs began receiving calls from Conseco about their "late" payment. Through this process they learned that Solitaire had altered the contract after they signed it.

- 24. As a result of defendants' actions, Conseco has been harassing plaintiffs on a regular basis and has imposed charges attributable to "late" payments, including additional interest.
- 25. Plaintiffs sought to refinance the contract through another lender. Conseco's quoted payoff was much higher than they anticipated.
- 26. When Conseco sent them a copy of the executed Purchase Agreement, Plaintiffs discovered that the dealer had buried in the transaction an additional cost to the borrowers of \$5,413.84 for points in their loan.
- 27. The dealer had altered the original Purchase Agreement before sending it to the assignee, adding to it language (yellow highlighting) that "Customers financed \$5,413.84 of points in their loan." Plaintiffs attach this altered Purchase Agreement as Exhibit D. Solitaire also falsely certified that this document was a true copy of the original.
- 28. Furthermore, in the course of the sale transaction Solitaire represented to Plaintiffs that there was sales tax in the amount of \$1,500.00 and that an additional \$173.00 was needed to pay to public officials. See Exhibits A, B, C and D (green highlighting).
- 29. Plaintiffs later received confirmation that Solitaire paid only \$1,151.50 to the State of Oklahoma, for title fee, excise tax and mail fee, and only \$140.00 as a "registration fee."
- 30. Upon information and belief, Solitaire retained the remaining \$381.50 it had collected, without refunding it to the Plaintiffs, in connection with the financing of the home.

First Claim for Relief: Violation of the TILA

- The financing transaction was a consumer credit transaction within the meaning of TILA, 15 U.S.C. § 1602 and Regulation Z, 12 C.F.R. § 226.2.
- 32. Defendant's acts and omissions in connection with the extensions of credit violate the Truth in Lending Act and Regulation Z.

33. Defendant is liable to plaintiff for statutory damages in the amount of twice the Finance Charge, up to \$2,000.00, plus actual damages, plus costs and reasonable attorney's fees, for violation of the Act.

Second Claim for Relief: Fraud or Misrepresentation

- 34. Solitaire induced the Joneses to purchase and to finance the mobile home by misrepresentation of material facts.
- 35. Solitaire knew such representations to be false, or it made those representations recklessly, or Solitaire had no reasonable grounds for believing those representations were true.
- 36. Solitaire intended to deceive the Joneses and intended that they would rely upon its representations and omissions, which they did, to their detriment, suffering damages.
- 37. The Joneses are entitled to monetary damages in an amount to be proven at trial, and punitive damages should also be awarded.

Third Claim for Relief: Unfair Trade Practices

- 38. Solitaire's misrepresentations and the omission of material information resulted in excessive charges.
- 39. The actions of Solitaire, in the regular course of business, were knowing and willful, and they were deceptive within the meaning of the Unfair Practices Act, § 57-12-2 N.M.S.A.
- 40. Plaintiffs are entitled to recover actual damages, trebled, plus costs and attorney's fees.

Demand for Jury Trial

- 41. Plaintiffs hereby demand a trial by jury.
 - WHEREFORE, Plaintiffs pray that the Court award:
 - A. Statutory damages for violations of the TILA;

- B. Actual and punitive damages for fraud or misrepresentation, in an amount to be proven at trial;
- C. Actual or statutory damages, trebled, for violation of the New Mexico Unfair
 Practices Act;
- D. Costs and reasonable attorney's fees; and
- E. Such other relief as it deems just and proper.

Respectfully submitted,

FEFERMAN & WARREN

RICHARD N. FEFERMAN

Attorneys for Plaintiffs

300 Central Ave., SW, Suite 2000 East

Albuquerque, NM 87102

(505) 243-7773

Exhibit A

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- 14. PROTECTION OF THE MANUFACTURED HOME: I will: (a) keep the Manufactured Home in good condition and not commit waste; (b) pay all taxes, charges and lot rent due for the Manufactured Home and the real estate it is located on; (c) not move, use lilegally, sell, lease or otherwise transfer the Manufactured Home; (d) not attach the Manufactured Home to any real estate and the Manufactured Home will always be treated as personal property unless you consent in writing and state law permits such contrary treatment; and (e) not let anybody else have any interest in the Manufactured Home.
- 15. VIRGINIA CNLY INSURANCE NOTICE: I may obtain insurance from anyone I want that is acceptable to you. My choice of insurance provider will not affect the credit decision or interest rate.
- 16. PROPERTY INSURANCE: I will keep the Manufactured Home insured against such risks and in such amounts as you may reasonably require with an insurance company satisfactory to you. I will arrange for you to be named as loss payed on the policy. I agree to provide you written evidence of insurance as requested by you from time to time. If you finance the purchase of any such insurance for me, I will repay you for the cost of that insurance, plus interest up to the contract rate of interest. I authorize you to furnish account date to a licensed insurance agent of your choice so such agent may solicit the purchase of credit, property, warranty or other insurance from me. I agree that the insurance company may make any payments due under the policy directly to you, and I direct the insurance company to do so. You may do whatever you think is necessary to be sure that any proceeds of the insurance will be used to repair the Manufactured Home or pay off this Contract. I give you a power of attorney (which I cannot cancel) so that you may do whatever you need to in order to collect the insurance proceeds. If I fall to obtain, maintain or pay for the required insurance, or if I fall to arrange for you to be named as loss payes, you may treat that as a default of my obligations under this Contract, and you spend in purchasing the insurance, plus interest up to the contract rate of interest or, at your option, pay you for any amounts own spend in purchasing the insurance, plus interest up to the contract rate of interest or, at your option, pay you over time as a workout of the obligation. If I now you for any insurance (or for late charges, attorney's fees or collection costs), I understand that I owe an additional sum for these debts beyond my monthly principal and interest payment. My monthly payment will therefore be greater than that stated on page 1 until such additional debts are paid in full.

17. NOTICE OF PROPOSED INSURANCE: if so indicated on page 1 of this Contract, credit life insurance coverage and/or credit accident and health insurance coverage will apply to this Contract. The insurance company named on page 1 of this Contract will write the insurance.

The insurance covers only the person(s) signing the request for insurance. The charge for each type of credit insurance to be purchased is as indicated on page 1 of this Contract. The term of insurance will begin as of the date of this Contract and will end on the original due date of this Contract.

Subject to acceptance by the insurance company and within 30 days, a cartificate of insurance will be given to the insurance of this Contract is prepaid before it is due, a rafund of insurance charges will be made when due.

18. CREDIT INSURANCE: CREDIT INSURANCE MAY NOT COVER THE AMOUNT DUE UNDER THIS CONTRACT. YOU SHOULD REVIEW YOUR POLICY OR CERTIFICATE TO DETERMINE THE EXACT AMOUNT OF COVERAGE.

19. COLLATERAL PROTECTION insurance: I am giving you a security interest in property to secure this loan. I understand that I must keep this property insured against loas, expense or damage due to fire, theft, collision or other such risks in the amounts you require. Unless I provide evidence of the insurance coverage required by my agreement with you, you may purchase insurance at my expense to protect your interests in my collateral. This insurance may, but need not, protect my interests. The coverage that you purchase may not pay any claim that I make or any claim that is made against me in connection with the collateral, i may interest and any insurance purchase insurances of the collateral, I will be responsible for the costs of that insurance, including the insurance premium, interest and any other charges you may impose in connection with the placement of the insurance, until the effective date of the cancellation or expiration of the insurance. The costs of the insurance may be more than the cost of insurance I may be able to obtain on my own.

20. DEFAULT: I will be in default on this Contract if any one of the following occurs (except as prohibited by law): (A) I fall to make a payment in full when it is due; (B) I fail to perform any obligation that I have undertaken in this Contract (which includes doing something I have agreed not to do). This includes the promises in the OWNERSHIP AND DUTIES TOWARD PROPERTY section, the INSURANCE section, and any additional promises I make in any separate mortgage or deed of trust; (C) I make any written statement

or provide any financial information that is untrue or misleading at the time it is given.

If I default, subject to the Atterney's Fees paragraph below, I agree to pay your reasonable atterney's fees of 15% of the outstanding balance of this Contract (subject to the conditions and limitations of N.C. Gen. Stat. < 6-21.2, if applicable). I may also have to pay other costs you incur to realize on any Property securing this Contract and other potential costs allowed to you by few.

If an event of default occurs as to any one of us, you may exercise your remedies against any or all of us.

21. REMEDIES: Unless prohibited by isw, if it am in default on this Contract, you have all of the remedies provided by isw, this Contract, and any separate personal property security agreement, real estate mortgage, or deed of trust. Before using a remedy, you will send me any notice and wait for any cure period that the isw may require for that remedy. You remedies include the following: (A) You may require me to immediately pay you, subject to any refund required by isw, the entire principal balance, plus earned interest and all other agreed charges; (B) You may, but are not required to, pay taxes, fees, expenses, assessments, or other liens or make repairs to the Property if I have not done so. Any amount you pay will be added to the amount I owe you and will be due immediately. This amount will earn interest from the date paid at the rate(s) described in the PROMISE TO PAY AND PAYMENT TERMS section. You may require that I establish and fund an escrow account if one is not already required; (C) You may require me to make the Property available to you at a place you designate that is reasonably convenient to you and me; (D) You may immediately take possession of the Property by legal process or self-help, if you do so lawfully. You may then sell the Property and apply what you receive to your reasonable expenses and then toward my obligations, as allowed by law; (E) You may sue me for additional amounts if the sale proceeds do not pay all I owe you.

Subsections C. and D. (above) apply only to personal property security interests. If this Contract is secured by a mortgage or deed of trust, then the foreclosure of such interest may impose other duties and limitations on your rights and remedies, as provided by law and the mortgage or deed of trust.

By choosing any one or more of these remedies, you do not waive your right to later use another remedy. If you do not act on an event of default, you do not give up your right to later treat that type of event as a default.

I agree that if any notice is required to be given to me of an intended sale or transfer of the Property, notice is reasonable if mailed to my last known address, as reflected in your records, at least 5 days before the date of the intended sale or transfer for such other period of time as is required by law). When real estate is the security, other rules may apply.

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I agree that, subject to my right to recover such property, you may take possession of personal property left in or on the Property

securing this Contract and taken into possession as provided above.

If the U.S. Department of Housing and Urban Development insures this Contract under its Title 1 Property Improvement and Manufactured Home Regulations, your right to make me pay off this entire Contract is subject to the limitations of those regulations.

22. NOTICE: Except for any notice required under applicable law to be given in another manner, (a) any notice to me provided for in this Contract shall be given in writing by mailing such notice by certified mail, addressed to me at the Manufactured Home address or at such other address as I may designate by notice to you in writing, and (b) any notice to you shall be given in writing by certified mail, return receipt requested, to your address stated herein or to such other address as you may designate by notice to me in writing.

23. ATTORNEY'S FEES: Subject to the Default paragraph above, if you hire an attorney who is not your salaried employee to collect what I owe under this Contract or to get possession of the Manufactured Home or to enforce my agreements herein, I may be required to pay your reasonable attorney's fees plus court costs and actual out-of-pocket expenses. If state law provides for a limit on attorney's fees, I will pay only the legal limit.

24. Assumption: If the Seller's or Assigned's policies in effect at the time permit, an assumption of this Contract by another qualified party may be considered. All assumptions are at the Seller's or Assigned's sole discretion and will be subject to the conditions that are in effect at the time the assumption is requested. All conditions are determined solely by the Seller or Assigned and are subject

to change at anytime without notice.

25. MiSCELLANEQUE PROVISIONS: This written Contract is the only agreement that covers my purchase of the property. This Contract can only be modified or amended, or provisions in it waived (given up), by a written modification to this Contract signed by you. You can decide not to use or anforce any of your rights under this Contract without losing them. For example, you can extend the time for making some payments without extending others. If any part of this Contract cannot be enforced because of a law which prohibits it, all other parts can still be enforced. To the extent allowed by law, I waive the benefit of my homestead and personal property examptions as to this Contract. My waiver applies only to the property securing payment of this Contract. I agree to cooperate with you regarding any requests after closing to correct errors made concerning this Contract or the transaction and to provide any and all additional documentation deemed necessary by you to complete this transaction. If I purchase credit insurance or other elective product with the proceeds of the Contract, and such product is later cancelled and a refund owed, you will credit such refund against the principal balance of the Contract. This Contract is not made until all documentation relating to it has been received by, reviewed by, and accepted by you.

26. NAME AND LOCATION: My name and address indicated on page 1 are my exact legal name and principal residence. I will provide

you with at least 30 days notice prior to changing my name or principal residence.

27. ARBITRATION: All disputes, cisims, or controversies arising from or relating to this Contract or the relationships which result from this Contract, or the validity of this arbitration clause or the entire Contract, shall be resolved by binding arbitration by one arbitrator selected by you with my consent. This arbitration agreement is made pursuant to a transaction involving interestate commerce, and shall be governed by the Federal Arbitration Act, Title 9 of the United States Code. Judgment upon the award rendered may be entered in any court having jurisdiction. The parties agree and understand that they choose arbitration instead of litigation to resolve disputes. The parties understand that they have a right or opportunity to litigate disputes in court, but that they prefer to resolve their disputes through arbitration, except as provided herein. THE PARTIES VOLUNTARILY AND KNOWINGLY WAIVE ANY RIGHT THEY HAVE TO A JURY TRIAL, EITHER PURSUANT TO ARBITRATION UNDER THIS CLAUSE OR PURSUANT TO A COURT ACTION BY YOU (AS PROVIDED HEREIM). The parties agree and understand that all disputes arising under case law, statutory law, and all other laws including, but not limited to, all contract, tort, and property disputes, will be subject to binding srbitration in accord with this agreement. I agree that I shall not have the right to perticipate as a representative or a member of any class of claimants pertaining to any claim arising from or relating to this Contract. The parties agree and understand that the arbitrator shall have all powers provided by law and the Contract. These powers shall include all legal and equitable remedies, including, but not limited to, money damages, declaratory relief, and injunctive relief. Notwithstanding anything hereunto the contrary, you retain an option to use judicial or non-judicial relief to enforce a security agreement relating to the colleteral secured in a transaction underlying this arbitration agreement, to enforce the monetary obligation or to foreclose on the collateral. Such judicial relief would take the form of a lawsuit. The institution and maintenance of an action for judicial relief in a court to foreclose upon any collateral, to obtain a monetary judgment or to enforce the accurity agreement, shall not constitute a walver of the right of any party to compel arbitration regarding any other dispute or remedy subject to arbitration in this Contract, including the filing of a countercialm in a suit brought by you pursuant to this provision.

28. For Use in Colorado Only	
DELIVERY DATE OR PRECONDITIONS TO DELIVERY L N/A	
N/A	subject to unavoidabledelay or delay caused by me. ary is more than sixty (60) days after the date of delivery contracted for or more than sixty (80) preconditions previously set forth, unless delay in delivery is unavoidable, or caused by me, at and the home sale deposit; or 2) pay a reasonable buyer living expense per diem which relates
N/A	subject to unavoidabled slay or delay caused by me.
days after the completion of delivery preconditions previously a your election, you will either: 1) refund the home sale deposit;	st forth, unless delay in delivery is unavoidable, or caused by me, at
back to the Contract delivery date. BUYER'S RIGHTS: Unless otherwise specifically provided in a	writing, I have no legal right to rescind the Contract except upon
delinquent delivery subject to unavoidable delay or delay dause	d by me. . manufactured home shell he handed as follows. At your discretion.

Any samest money received by you pending delivery of the manufactured home shall be handled as follows. At your discretion, you shall either: 1) hold the deposits in ascrow in a separate fiduciary account; or 2) I will be provided with a letter of cradit, certificate of deposit, surety bond, or other similar surety filed with the Colorado Attorney General for my benefit. Any ascrow deposit complaints against you may be filed with the Colorado Attorney General or the District Attorney for the judicial district where the sale occurred. I may also bring a civil action under the Colorado Consumer Protection Act with regard to any such ascrow deposit complaint.

27-10-00-110 (1/01) 27-10-10 (1/01) (20ge 4

29. ADDITIONAL TERMS:

This Contract will not be accepted by the Assignee for assignment until all documentation relating to it has been received by reviewed by, and accepted by the Assignee.

HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND HICH THE DESTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES URSUANT HERETO OR WITH THE PROCESOS HEREOF, RECOVERY HEREUNDER BY THE LL NOT EXCEED AMOUNTS PAID BY THE DESTOR HEREUNDER. THE DEBTOR HEREUNDER.

NOTICE TO BUYER: 1. DO NOT SIGN THE CONTRACT BEFORE YOU READ IT OR IF IT CONTAINS ANY BLANK SPACES. 2. YOU ARE ENTITLED TO A COPY OF THIS CONTRACT. BUYER ACKNOWLEDGES RECEIPT OF A COMPLETED COPY OF THIS 0-30-01 LARRY E. JOHES Signature of Buye CATHERINE Signeture of Suver TOTES

ASSIGNMENT BY SELLER

For good and valuable consideration, the adequacy and sufficiency of which are hereby acknowledged, Beiler hereby sells, assigns, and transfers its antire right, title, and interest in the Contract and the property described therein (the "Property") to Assignee. Such assignment is made pursuant to the terms contained herein and in a separate Desier Agreement, which is incorporated herein by reference; and pursuant to such policies, procedures, and requirements as issued by the Assignment includes that certain provision to follow, provided that, if none of the following provisions has been checked by the Baller, this Assignment shall be considered to have been checked "With Piscourse". A. "Without Recourse". The assignment of the Contract is and shall be without recourse against the Saller except as provided above and in any separate desier agreement between Saller and Assignee relating to the purchase of Contracts. B. "Limited Recourse", in the event of default of Suryer before Buyer shall have paid the number of manthly payments under the Contract as set forth below under "Limited Recourse", the Saller will, upon demand, repurchase the Contract from the Assignee for the full amount remaining unpeld under the Contract. D. "With Recourse". The Reliar unconditionally guarantees payment of the full amount remaining unpeld under the Contract and agrees to purchase the Contract from the Assignee for the full amount then unpeld, whenever the Contract as set forth below under "Limited Repurchase". In the event of default of Buyer before Suyer shall have paid the number of monthly payments under the Contract as set forth below under "Limited Repurchase", the Saller will, upon demand, repurchase the Contract from the Assignee for the full amount remaining unpeld under the Contract if the Assignee repossesses the upon demand, repurchase the Contract from the Assignee for the full amount remaining unpeid under the Contract if the Assignee repossesses the Misnufestured Home.

Se	ilier's Assignment-will-was include	ites this Contract and also sizigh a that certain provision set forth s	to the summ to the Asi sbove which is checked	ti gnes in s acordanes with the bolow:	s foregoing provisions. The
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1	A. Without Recourse) B. Limited Recourse () C. Repurchase () D. With Recourse () E. Umited Repurch:
					Payments

Exhibit B

Case 1:02-cv-01342-MCA-RLP Document 1 Filed 10/24/02 Page 14 of 22 P.02 □ 803 Highway 314 8.W. 10724 Central S.E. 481 Browning Parloway Ağuquarque, NM 87123 (806) 294-6556 Les Lunes, MM 87031 Farmington, NM 87401 (905) 584-3333 (805) 505-3000 Jones BUY MAIN (913)281-2597 10/29/2001 Catherine A. LATTY E. Jones Todd Vanberg 1120 Argentine BludKansas City, KS 66105 CHECOTAH, OK 74426 RR 2 BOX 727 BROOK NUMBER THE RESERVE 02 973-PLATINUM PKG SOLITAIRE WOM TXX P-GUNMETAL 90 TO 120 DAY EHIM-OK-3900FB OPTIONAL SQUIPMENT, LABOR AND ACCESSOR habe price of unet 70000.00 "STANDARD ITEMS" OPTIONAL EQUIPMENT Deliver, Block, Lavel, and Set Home Solitairs will hook up water with heat type and hook up sewer to existing connections, 70000.00 SUB-TOTAL up to 20' max. if available at the time SALES TAX 1500,00 of delivery. Customer is responsible for utility hookups NON-TAXABLE ITEMS 173.00 over 20 ft.. VARIOUS PEES AND INSURANCE Electrical and gas connections require a I. CASH PURCHASE PRICE 71673.00 licensed plumber and electrician at the Huyer MADE-MALLONMACE cost. LESE BAL, DUE on above | S Solitaire will deliver 2 sets of steps HET ALLOWANCE Wheels, hitch(s), exles, and tired are the property of Solitaire Homes to be returned CASH DOWN PAYMENT 8 4000.00 4000.00 on delivery. 1. Lase TOTAL GREETS Loan must be closed within 5 days of home BLE-TOTAL arriving from factory with balands paid in BALES TAX Of Not included Above) full before home delivery can be scheduled. S. Unguid Maidage of Cash Bata Price 67673.00 If buyer is trading in a nome, buyer agrees to provide dealer with tax release at closing. Buyer undertands that trade is subject to Managers inspection and trade allowance could be adjusted for the condition of the home. REF. AIR INC BALANDE CANNED TO OPTIONAL BOURMENT ther and Burger certify that the additional terms and differe printed on the other edge of this contract are sed to at a part of this agreement, the certic as if printed the cignotures. Bufger is purchasing the above orders traits, manufactured have or vehicle; the optional transfer and ecceptation, the incurrence on described has a vehicle; that my trads-in is free from all claims freezes agreement as material. . C فندي كالأرا 100 17 18 183 6/A (A) MICHINE TO WHICH whateverse, encept as record. ANY DEET BLYEN OWER ON TRADE-IN IS TO ME SAID BY DEALER DELYER A STATE OF LAKE AND LAKE MALL TO The Miller to \$19.70 \$1. (\$4\$P\$ 55\$P\$)

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Exhibit C

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the extent that any law prohibits it and it does not cover any separate written warranties.

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14. PROTECTION OF THE MANUFACTURED HOME: I will: (a) keep the Manufactured Home in good condition and not commit waste; (b) pay all taxes, charges and lot rent due for the Manufactured Home and the real estate it is located on; (c) not move, use illegally, sell, lease or otherwise transfer the Manufactured Home; (d) not attach the Manufactured Home to any real estate and the Manufactured Home will always be treated as personal property unless you consent in writing and state law permits such contrary treatment; and (e) not let anybody else have any interest in the Manufactured Home.

15. VIRGINA ONLY - INSURANCE NOTICE: I may obtain insurance from enyone I want that is acceptable to you. My choice of insurance provider will not affect the gradit decision or interest rate.

16. PROPERTY INSURANCE: I will keep the Manufactured Home Insured against such risks and in such amounts as you may reasonably require with an insurance company satisfactory to you. I will arrange for you to be named as loss payer on the policy. I agree to provide you written evidence of insurance as requested by you from time to time. If you finance the purchase of any such insurance for me, I will repsy you for the cost of that insurance, plus interest up to the contract rate of interest. I authorize you to furnish account data to a licensed insurance agent of your choice ac such agent may solicit the purchase of credit, property, warranty or other insurance from me. I agree that the insurance company may make any payments due under the policy directly to you, and I direct the insurance company to do so. You may do whateveryou think is necessary to be sure that any proceeds of the insurance will be used to repair the Manufactured Home or pay off this Contract. I give you a power of attorney (which I cannot cancel) so that you may do whateveryou need to in order to collect the insurance proceeds. If I fall to obtain, maintain or pay for the required insurance, or If I fall to arrange for you to be named as loss payer, you may treat that as a default of my obligations under this Contract, and you may (but are not required to) purchase such insurance. If you purchase such insurance, I will immediately repay you for any amounts you spend in purchasing the insurance, plus interest up to the contract rate of interest or, at your option, pay you over time as a workout of the obligation. If I owe you for any insurance (or for late charges, attorney's fees or collection costs), I understand that I ows an additional sum for these dabta beyond my monthly principal and interest payment. My monthly payment will therefore be greater than that stated on page 1 until such additional dabte are paid in full.

17. NOTICE OF PROPOSED INSURANCE: If so indicated on page 1 of this Contract, credit life insurance coverage and/or credit accident and health insurance coverage will apply to this Contract. The insurance company named on page 1 of this Contract will write

the insurance.

The insurance covers only the person(s) signing the request for insurance. The charge for each type of cradit insurance to be purchased is as indicated on page 1 of this Contract. The term of insurance will begin as of the date of this Contract and will and on the original due date of this Contract.

Subject to soceptance by the insurance company and within 30 days, a certificate of insurance will be given to the insurad. If this

Contract is prepaid before it is due, a rafund of insurance charges will be made when dus-

18. CREDIT INSURANCE: CREDIT INSURANCE MAY NOT COVER THE AMOUNT DUE UNDER THIS CONTRACT. YOU SHOULD REVIEW YOUR POUCY OR CERTIFICATE TO DETERMINE THE EXACT AMOUNT OF COVERAGE.

19. COLLATERAL PROTECTION INSUMANCE: I am giving you a security interest in property to secure this learn. I understand that I must keep this property insured against loss, expense or damage due to fire, theft, colligion or other such risks in the amounts you require. Unless I provide evidence of the insurance coverage required by my agreement with you, you may purchase insurance at my expense to protect your interests in my colleters! This insurance may, but need not, protect my interests. The governess that you purchase may not pay any claim that I make or any claim that is made against me in connection with the collateral. I may later concer any insurancepurchased by you, but only after providing evidence that I have obtained insurance as required by our agreement. If you purchase inquience for the collegeral, I will be responsible for the casts of that insurance, including the insurance promium. Interest and any other charges you may impose in connection with the piecement of the insurance, until the affective date of the cancellationer expiration of the insurance. The costs of the insurance may be added to my tetal outstandingbalance or obligation. The costs of the insurance may be more than the cost of insurance I may be able to obtain on my own.

20. DEFAULT: I will be in default on this Contractif any one of the following occurs (except as prohibited by law): (A) I fall to make a payment in full when it is due; (B) I fail to perform any obligation that I have undertaken in this Contract (which includes doing something I have agreed not to do). This includes the promises in the OWNERSHIP AND DUTIES TOWARD PROPERTY section, the INSURANCE section, and any additional promises I make in any separate mortgage or deed of trust; (C) I make any written statement

or provide any financial information that is untrue or misleading at the time it is given.

If I default, subject to the Attorney's Fees paragraph below, I agree to pay your responsible attorney's fees of 15% of the outstanding balance of this Contract (subject to the conditions and limitations of N.C. Gen. Stat. « 8-21.2, if applicable). I may also have to pay other ocats you incur to realize on any Property securing this Contract and other potential gosts allowed to you by law-

if an event of default occurs as to any one of us, you may exercise your remedies against any or all of us. 21. REMEDIES: Unless prohibited by law, if I am in default on this Contract, you have all of the remedies provided by law, this Contract, and any separate personal property security agreement, real estate mortgage, or deed of trust. Before using a remedy, you will send me any notice and wait for any cure period that the law may require for that remedy. Your remedias include the following: (A) You may require me to immediately pay you, subject to any refund required by law, the entire principal balance, plus earned interest and all other agreed charges; (8) You may, but are not required to, pay taxes, fees, expenses, sessements, or other lishs or make repairs to the Property If I have not done so. Any amount you pay will be added to the amount I owe you and will be due immediately. This amount will earn interest from the date paid at the rate(s) described in the PROMISE TO PAY AND PAYMENT TERMS acction. You may require that I establish and fund an escrow account if one is not already required; (C) You may require me to make the Property available to you at a place you designate that is researably convenient to you and me; (D) You may immediately take possession of the Property by least process or self-held, if you do so lawfully. You may then sell the Property and apply what you receive to your reasonable expenses and then toward my obligations, as allowed by law; (E) You may sue me for additional amounts if the sale

proceeds do not pay all I owe you. Subsections C. and D. (above) apply only to personal property security interests. If this Contractic secured by a mortgage or deed of trust, then the foreglosure of such interest may impose other duties and limitations on your rights and remedies, as provided by law

and the mortgage or deed of trust.

By choosing any one or more of these remedies, you do not waive your right to later use another remedy. If you do not act on an

event of default, you do not give up your right to later treat that type of event as a default.

I agree that if any notice is required to be given to me of an intended sale or transfer of the Property, notice is reasonable if mailed to my last known address, as reflected in your records, at least 5 days before the date of the intended sale or transfer for such other period of time as is required by law). When real settite is the ascurity, other rules may apply.

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I agree that, subject to my right to recover such property, you may take possession of personal property left in or on the Property

securing this Contract and taken into possession as provided above.

If the U.S. Department of Housing and Urban Development Insures this Contract under its Title 1 Property Improvement and Manufactured Home Regulations, your right to make me pay off this entire Contract is subject to the limitations of those regulations. 22. NOTICE: Except for any notice required under applicable law to be given in another manner, (a) any notice to me provided for in this Contract shall be given in writing by mailing such notice by certified mail, addressed to me at the Manufactured Home address or at such other address as I may designete by notice to you in writing, and (b) any notice to you shall be given in writing by certified mall, return receipt requested, to your address stated herein or to such other address as you may designate by notice to me in writing. 23. ATTORNEY'S FEES: Subject to the Default paragraph above, if you hire an attorney who is not your exteried employee to collect what I awe under this Contract or to get possession of the Manufactured Home or to enforce my agreements herein, I may be required to pay your reasonable attorney's fees plus court costs and actual out-of-pocket expenses. If state law provides for a limit on attorney's fees, I will pay only the legal limit.

24. ASSUMPTION: If the Seller's or Assignee's policies in effect at the time permit, an assumption of this Contract by another qualified party may be considered. All essumptions are at the Seller's or Assignee's sole discretion and will be subject to the conditions that are in affactst the time the assumption is requested. All conditions are determined solely by the Seller or Assignee and are subject

to change at anytime without notice.

25. MISCELLANEOUS PROVISIONS: This written Contract is the only agreement that covers my purchase of the property. This Contract can only be modified or amended, or provisions in it waived (given up), by a written modification to this Contract signed by you. You can decide not to use or enforce any of your rights under this Contract without losing them. For example, you can extend the time for making some payments without extending others. If any part of this Contract cannot be enforced because of a law which prohibits it, all other parts can still be enforced. To the extent allowed by law, I wake the benefit of my homesteed and personal property exemptions as to this Contract. My waiver applies only to the property securing payment of this Contract. I agree to cooperate with you regarding any requisess after closing to correct errors made concerning this Contract or the transaction and to provide any and all additional documentation deemed necessary by you to complete this transaction. If I purchase cradit insurance or other elective product with the proceeds of the Contract, and such product is later cancelled and a refund owed, you will credit such refund against the principal balance of the Contract. This Contract is not made until all documentation relating to it has been received by, reviewed by, and accepted by you.

26. NAME AND LOCATION: My name and address indicated on page 1 are my exact legal name and principal residence. I will provide

you with at least 30 days notice prior to changing my name or principal residence.

27. ARBITRATION: All disputes, claims, or controversies shaing from or relating to this Contractor the relationships which result from this Contract, or the validity of this arbitration clause or the entire Contract, shall be resolved by binding arbitration by one arbitrator selected by you with my consent. This arbitration agreement is made pursuant to a transaction involving interestate commerce, and shall be governed by the Federal Arbitration Act, Title 9 of the United States Cods. Judgment upon the award randared may be entered in any court having jurisdiction. The parties agree and understand that they choose erbitration instead of litigation to resolve disputes. The parties understand that they have a right or opportunity to litigate disputes in court, but that they prefer to resolve their disputes through arbitration, except as provided herein. THE PARTIES VOLUNTARILY AND KNOWINGLY WARVE ANY RIGHT THEY HAVE TO A THIAL, EITHER PURSUANT TO ARBITRATION UNDER THIS CLAUSE OR PURSUANT TO A COURT ACTION BY YOU (AS PROVIDED HERERY). The parties agree and understand that all disputes arising under case law, statutory law, and all other laws including, but not limited to, all contract tort, and property disputes, will be subject to binding arbitration in accord with this agreement. I agree that I shall not have the right to participate as a representative or a member of any class of claimants partaining to any claim arising from or relating to this Contract. The parties agree and understand that the arbitrator shall have all powers provided by law and the Contract. These powers shall include all legal and equitable remedies, including, but not limited to, money damages, declaratory relief, and injunctive relief. Notwithstanding anything hereunto the contrary, you ratein an option to use judicial or non-judicial relief to enforce a security agreement relating to the colleteral secured in a transaction underlying this erbitration agreement, to enforce the monetary obligation or to foreclose on the colleteral. Such judicial relief would take the form of a lawsuit. The institution and maintenance of an action for judicial relief in a court to forediose upon any collateral, to obtain a monetary judgment or to enforce the accurity agreement, shall not constitute a waiver of the right of any party to compel arbitration regarding any other depute or remedy subject to arbitration in this Contract, including the filing of a counterclaim in a suit brought by you pursuant to this

provision.	
28. For Use in Colorado Only DELIVERY DATE OR PRECONDITIONS TO DELIVERY: N/A N/A N/A	subject to unevoldabled elay or delay caused by me.
DELIVERY: If the actual date of delivery is more than sixty (60) days after the completion of delivery preconditions previously set forth, uniquous election, you will either: 1) refund the home sale deposit; or 2) pay a back to the Contract delivery date. BUYER'S RIGHTS: Unless otherwise specifically provided in writing, I had delinquent delivery subject to unavoidable delay or delay caused by me. Any samest money received by you pending delivery of the manufactur you shall either: 1) hold the deposits in eacrow in a separate fiduciary a certificate of deposit, surety bond, or other similar surety flied with the deposit complaints against you may be filed with the Colorado Attorney where the sale occurred. I may also bring a civil action under the Colorado Colorado Complaint.	iess delay in delivery is unavoidable, or caused by me, at a reasonable buyer living expense per diem which relates are no legal right to resolud the Contract except upon redhome shall be handled as follows. At your discretion, account; or 2) I will be provided with a letter of credit, Colorado Attorney General for my benefit. Any ascrow General or the District Attorney for the judicial district

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Received: 10/25/01 3:22

JONES - 5735718

29. ADDITIONAL TERMS:

This Contract will not be accepted by the Assignee for assignment until all documentation relating to it has been received by, reviewed by, and accepted by the Assignee.

CETAINED PURSUANT DESTOR SHALL NOT EX	OF THIS CONSUME DESTOR COULD A HERETO OR WITH (CEED AMOUNTS FA	THE PROC	GAINST THE SEDS HERE DESTOR HE	E SELLER OF OF RECOVER REUNDER.	GOODA Y HEREL	OR SERVICES
NOTICE TO BUYER: 1. E BLANK SPACES. 2. YOU BUYER ACK	OO NOT SIGN THIS (ARE ENTITLED TO A NOWLEDGES RECEIP	COPY OF	THIS CONTI	MCT.	-	
Signature of Bayer L	MARY E. JOHES C	0-0 Date	X Signature of	AM DE A CHEMENT	E A JONES	Date Date
For good and valuable considers entire right, title, and interest in the terms contained herein and in and requirements as issued by the IN ADDITION TO THE ABOVE, checked by the Beller, this Assigned to the purchase Assigned relating to the purchase	stion, the adequacy and suffice Contrast and the property is experted Design Agreement, Assignes from time to time. This Assignment includes that iment shell be considered to i recourse against the Seller a of Contrasts B. "Limited Red Contrasts B. "Limited Red	deedfied ther , which is inso contain provid have been che uxcept as prov course." in the	n are hereby acknown in the Property acknown in Property in the follow, presoned "With Recarded Shove and a swent of default	y") to Assignes. Bu y reference; and pu vided that, if none : lures": A. "Without in any separate de t of Buvar before E	ich essignive revent to suc of the followi ! Recourse", sier agreems www.ahell he	nt is made pureuent to in policies, procedures, an provisions has been The essignment of the int between Saler and two paid the number of
antire right, title, and interest in the terms contained herein end in and requirements as issued by the iN ADDITION TO THE ABOVE, theoked by the Beller, this Assignor relating to the purchase monthly payments under the ConAssignor relating to the purchase for the full amount rame will, upon demand, repurchase the Seller unconditionally guarantees; Assignor, upon demand, for the full and the purchase the Conditionally guarantees. Soller, by signing, below, exact seller, a Assignment, will size included.	stien, the adequacy and suffers Contrast and the property a separate Desier Agreement. Assignee from time to time. This Assignee from time to time, this Assignment includes that whent shell be considered to it recourse a spaints the Belier a of Contrasts. B. "Limited Retract se sat forth below und ining unpaid under the Contrast from the Assignee payment of the full amount is amount than unpaid, where the number of monthly payments from the Assignee for the time this Contract and slee at that certain provision set?	iency of which described ther, which is inse- cartein provide how been city as provided the provided to the course. In the course for the full arremaining under the full amount the full amount the full amount and the full amount actions the same under the full amount actions the same city and the sa	n are hereby acknown for (the "Property operated herein by operated herein by operated herein by operated herein by operated herein between the Selection of defeating and the Calection of the Assemble of th	y") to Assignar. Buy reference; end puy vided that, if "White-unes": A. "White-unes": A. "White-unes" before Elevante before Elevante before Elevante before Elevante before the treet and agrees suit. E. "Limited Realth before under "Id under the Contributions in accordance low:	ich essignmeneuent to such the followers in flacoures. In ser agreementatives chell he mend, reputch the Menufeth Contract. D. To purchase surchese. In limited Reputeth the Asset II the II the Asset II the II th	nt is made pursuant to the polities, procedures, ing provisions has been first essignment of the unit between Safer and the paid the number of east the Contract from thread Home, the Seller "With Recourss". The the Contract from the the event of default of rohese", the Seller will, signes repasses as the
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Exhibit D

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